

1. Pursuant to Fed.R. Civ.P. 55(c), vacating and setting aside the Defendant, B&A

forenoon of that day, or as soon thereafter as counsel can be heard, for an Order:
at 500 Pearl Street, New York, New York, on the 19th day of September, 2007 at 11:30 o'clock in the
the Hon. KENNETH M. KARAS, U.S.D. J., at the Federal Courthouse, Courtroom 21-D, located
pleadings and proceedings heretofore had herein, the undersigned will cross-move this Court, before
ESQ., and the Exhibits annexed thereto, Affirmed on September 12, 2007, and upon all of the
annexed thereto, sworn to on September 12, 2007, the Affirmation of RICHARD S. BONFIGLIO,
PLEASE TAKE NOTICE, that upon the Affidavit of ALEX CAPERNA, and the Exhibits

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Defendant.

B&A INTERIORS, LTD.,

-against-

Plaintiffs,

NOTICE OF CROSS-MOTION

as TRUSTEES,
MICHAEL J. FORDE and PAUL O'BRIEN,
MANAGEMENT AND COOPERATION FUND, by
CITY AND VICINITY CARPENTERS LABOR
CARPENTERS CHARITY FUND and THE NEW YORK
FUND, NEW YORK CITY DISTRICT COUNCIL OF
RETRAINING, EDUCATIONAL AND INDUSTRY
CARPENTERS APPRENTICESHIP, JOURNEYMAN
FUND, NEW YORK CITY DISTRICT COUNCIL OF
DISTRICT COUNCIL OF CARPENTERS ANNUITY
CARPENTERS VACATION FUND, NEW YORK CITY
FUND, NEW YORK CITY DISTRICT COUNCIL OF
DISTRICT COUNCIL OF CARPENTERS WELFARE
CARPENTERS PENSION FUND, NEW YORK CITY
THE NEW YORK CITY DISTRICT COUNCIL OF

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

INTERIORS, LTD.'s default in pleading, with respect to the Plaintiff's Complaint, upon the grounds that the Defendant never received actual notice of the said Complaint, and as such the default was unintentional, and that the Defendant is possessed of a meritorious defense to the said Complaint, such that the interests of justice require such relief be granted.

2. Pursuant to **Fed.R. Civ.P. 55(c)**, vacating and setting aside the Defendant, **B&A INTERIORS, LTD.**'s default in appearing at the Arbitration Hearing conducted on February 13, 2007, the award in which, awarded on default, is sought to be entered as a judgment in the within action; upon the grounds that the Defendant's failure to appear on the date set for Arbitration was inadvertent, and unintentional, and that the Defendant is possessed of a meritorious defense to the matters complained of by Plaintiff in that Arbitration, such that the interests of justice require such relief be granted.
3. Awarding the Defendant the costs of this cross-motion.
4. Granting the Defendant such other, further and different relief as to the Court may seem just, proper and equitable in the premises.

Dated: Brooklyn, New York
September 12, 2007

Yours, etc.,
The Law Firm of
RICHARD S. BONFIGLIO, ESQ.

By: _____
RICHARD S. BONFIGLIO, ESQ.[RSB 7778]
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